

[illegible]

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 5/6/08	Time: 10:30 A.M.
Location: #304, THIRD FLOOR, 3420 TWLEFTH STREET, RIVERSIDE, CALIFORNIA 92501	

Type of Sale: ☒ Public ☐ Private Last date to file objections: 4/22/08

Description of Property to be Sold: THE PRINCIPAL ASSETS OF THE DEBTOR'S BANKRUPTCY ESTATE COMPRISE PERSONAL PROPERTY INCLUDING TWO AUTOMOBILES, A FORKLIFT AND CERTAIN TOOLING AND RELATED MACHINERY, AS MORE FULLY DESCRIBED IN SCHEDULE B OF THE DEBTOR'S BANKRUPTCY SCHEDULES, AT LINES 25 AND 29 (SEE SCHEDULE 1 TO THE AGREEMENT)

Terms and Conditions of Sale: See attached Exhibit "A"

Proposed Sale Price: \$15,000

Overbid Procedure (If Any): n/a

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

C.R. Barclay, Trustee
P.O. Box 26099
Santa Ana, CA 92799
Tel (714) 662-0800
Fax (714) 662-0801

Date: 4/9/08

EXHIBIT A

Estate's Interest in Property: Personal property comprising two automobiles, a forklift and certain tooling more fully described on Schedule B of Debtor's Bankruptcy Schedules

I. TERMS AND CONDITIONS OF SALE

a. Purchase Price: The Buyer has agreed to pay the Debtor's bankruptcy estate a total of \$15,000.00. The Buyer has tendered a deposit of \$10,000 in the form of a cashier's check to the Trustee. The deposit is non-refundable in the event the Buyer cannot timely complete the sale as provided herein. The Buyer shall deliver the balance of purchase price, or \$5,000, to the Trustee no later than eleven (11) days after entry of the order approving the Agreement.

b. Transfer of Estate's Interest in the Property: The Trustee shall execute and deliver to the Buyer a Bill of Sale and forever quitclaiming the bankruptcy estate's interest in the Property to the Buyer within five (5) days after actual receipt of the entire Purchase Price.

c. Purchase Without Warranties: The Buyer acknowledges that she is purchasing the Property from Trustee "AS IS" without warranties or representations of any kind, express or implied, concerning the condition of the Property or the title thereto, or any other matters relating to the Property.

d. Acknowledgement of Trustee's Capacity: The Buyer is expressly aware and fully informed that Trustee is selling the Property in his capacity as the Chapter 7 Trustee of the bankruptcy estate of In re Kel-Jac Engineering & Plastic Sales, Inc., Case No. RS 07-14662 DN. No personal liability shall be sought or enforced against Trustee with regard to the Agreement.

e. Acknowledgement of Liability: The Buyer is expressly aware and understands the terms and conditions of the Agreement and holds the estate and the realtors, brokers, agents, Trustee (Christopher R. Barclay), and the offices of LECG, LLC., his attorneys, agents and employees harmless from any liabilities arising from the Agreement.

f. Approval of the Bankruptcy Court: The Buyer is aware that this transaction is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California.